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WC/6827

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**AFSCME N.Y. COUNCIL 66, LOCAL 450
(CITY OF LACKAWANNA CLERICAL EMPLOYEES' UNION)**

AND

CITY OF LACKAWANNA, NEW YORK

AUGUST 1, 2002 - JULY 31, 2006

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**NYS PUBLIC EMPLOYMENT
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AGREEMENT, entered into by the City of Lackawanna, New York, hereinafter referred to as the "City" or "Employer", and (American Federation of State, County and Municipal Employees) AFSCME N.Y. Council 66, AFL-CIO, and its affiliated AFSCME Local 450, hereinafter referred to as the "Union" or "Local", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay and other conditions of employment.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment for the term of this Agreement. The bargaining unit shall consist of full time (as defined by Civil Service Law), Clerical and White Collar titles as listed in Appendix "A". Any new titles created during the life of this contract that have a community of interest with those already in the bargaining unit shall be considered as in the bargaining unit.

ARTICLE II
UNION DUES

SECTION 1 - CHECKOFF OF UNION DUES

(a) All employees covered by this Agreement shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction of Dues provided by the Union.

(b) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions in the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such Authorization for Payroll Deduction of Union Dues.

c) Payroll deductions of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the employee and shall be

deducted by the next full pay period and every pay period thereafter from the pay of the employee.

(d) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

(e) Revocation of authorization cards shall be subject to conditions contained thereon.

(f) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

SECTION 2 - AGENCY FEE

(a) Any present employee who is not a Union member shall pay to the Union each month, a service charge in an amount equal to the regular monthly dues of the Union for the duration of this Agreement.

(b) Any future employee who does not make application for membership within thirty (30) days of his date of hire shall pay to the Union each month a service charge in an amount equal to the regular monthly dues of the Union for the duration of this Agreement.

SECTION 3 - BULLETIN BOARD

The Employer agrees to provide a 3' x 4' Bulletin Board for the exclusive use of the Union to post notices and other Union information. (Bulletin Board provided in lobby)

ARTICLE III

HOLIDAYS

SECTION 1 - HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid Holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Employee's Birthday

Christmas Day	Day before Christmas
Election Day	one-half day Good Friday
One-half day New Year's Eve	Martin Luther King Day

SECTION 2 - HOLIDAYS FALLING ON THE WEEKEND

Whenever any of the Holidays listed above falls on a Saturday or Sunday, the succeeding Monday shall be observed as the Holiday.

SECTION 3 - HOLIDAY DATE CHANGE

When the City wishes to move a holiday date (in a manner not dealt with in Section 2), they shall notify the Union at least one month prior to the holiday.

SECTION 4 - SUMMER HOURS

All employees governed by this Agreement are entitled to one-half (1/2) day off on Wednesdays, beginning at noon, for the month of July and August.

ARTICLE IV

VACATION

SECTION 1 - CHOICE OF VACATION PERIODS

(a) All full time employees shall be entitled each year to vacation with pay after completion of their probationary period. Vacations earned shall be calculated on an Anniversary date basis as follows:

Upon completion of:

One (1) year of service.....	ten (10) work days
Two (2) years of service.....	thirteen (13) work days
Five (5) years of service.....	fifteen (15) work days
Ten (10) years of service.....	twenty (20) work days

After fifteen (15) years of service, there will be one (1) full work day added to twenty (20) work days vacation upon the anniversary of fifteen (15) years of service and one (1) full day for each year thereafter. Maximum vacation received per employee shall not exceed thirty (30) work days per year.

(b) Upon the death of an employee or separation from service, all of the employee's earned vacation shall be computed on a pro- rata basis and given to his estate.

(c) Employees may be permitted to carry over vacation from one year to the next but cannot accumulate more than their entitlement in a one (1) year period, minus a minimum of ten (1) days vacation in each anniversary year (except for the first year of employment), which must be taken by employees. Employees shall be limited to a maximum of sixty (60) days including days accrued on January 1st of each year.

(d) Vacation will be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of conflict over vacation periods. Vacation periods may be split into single day increments as requested by the employee.

SECTION 2 - HOLIDAYS DURING VACATION PERIODS

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

SECTION 3 - VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

Any employee who is laid off, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

ARTICLE V

SICK LEAVE

SECTION 1 - ALLOWANCE

(a) All employees covered by this Agreement shall accumulate one and one-half (1 1/2) sick leave days per month, not exceeding eighteen (18) days per year, with a maximum accumulation of two hundred and twenty (220) work days. Employees shall start

to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer. No employees, however, shall be entitled to use more than two hundred (200) work days leave with pay in anyone (1) year of service.

Any employee who as of the date of this agreement has more than 220 days of accumulated sick time shall be allowed to keep those days until used.

(b) Each employee having not less than ten (10) years of service with the City shall be entitled to sick leave at one-half (1/2) pay for personal illnesses after all of his sick leave and vacation credits have been used; provided, however, that the total of all sick leave at one-half (1/2) pay shall not exceed one pay period for each complete year of service with the City. The application shall be accompanied by a letter from the employee's doctor stating the nature of the disability and treatment required and the probable duration of such disability.

(c) Employees are required to call the Department Head or his designee within one-half (1/2) hour of scheduled starting time on the first day of such illness and every day thereafter unless the employee gives notice to the Department Head or his designee of an extended absence.

(d) No employee shall accrue sick leave while said employee is on an unpaid leave.

SECTION 2 - ABSENCE DUE TO INJURY AND WORKER'S COMPENSATION

(a) The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law or New York State Employer's Act.

(b) Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Worker's Compensation Benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits for a period of thirty (30) days. Thereafter, said employee shall receive only Worker's Compensation benefits, provided, however, that the employee shall be entitled to elect to receive a sum equal to the differential which shall be charged against the employee's accumulated sick leave credits or accrued vacation leave.

(c) When an employee is covered by Worker's Compensation for a period in which he is scheduled for vacation occurring at the end of his anniversary year, the affected vacation days shall be allowed to accrue to the following year without being applied towards the computation of maximum accrual of vacation day limits.

ARTICLE VI LEAVES OF ABSENCE

SECTION 1 - ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

SECTION 2 - APPLICATION FOR LEAVE

(a) Employees who request a leave of absence of one (1) month or less must submit such requests to the Director of Administration and Finance (or his designee), with the exception of Complaint Writer/Dispatchers, who must submit such requests to the Director of Public Safety (or his designee). The respective Directors (or their designees) shall answer in writing within five (5) working days.

(b) Employees who request a leave of absence in excess of one (1) month must submit such request to the Director of Administration and Finance (or his designee) or the Mayor, with the exception of Complaint Writer/Dispatchers, who must submit such requests to the Director of Public Safety (or his designee) or the Mayor. The respective Directors (or their designees) and the Mayor shall answer in writing within five (5) working days.

(c) Requests for a leave of absence shall be granted for any reasonable purpose for up to one (1) year. Any leave requested in excess of this one (1) year period shall be granted in accordance with appropriate Civil Service Rules.

(d) All requests for leaves of absence must specify the date of commencement and the termination date of desired period of leave. Requests to return to work prior to the approved expiration date of the leave of absence are subject to approval of the Director Administration and Finance or in the case of Complaint Writer/Dispatchers, the Director of Public Safety, and the Mayor.

(e) Requests for immediate leave of absence because of special urgency shall be answered within twenty-four (24) hours after the request is submitted.

(f) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall have personal leave days pro-rated for the period of leave, and shall be returned to the position they held at the time the leave was granted.

SECTION 3 - POLITICAL LEAVE

Upon request, the City Council or Mayor shall extend to an employee who is elected or appointed to public office a leave of absence without pay, to fulfill his term of office. The employee will return to his original position at termination of the leave.

ARTICLE VII

PAID LEAVE

SECTION 1 - PERSONAL LEAVE

Employees shall be entitled to six (6) personal days each year, non-accumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least twenty (20) hours in advance, except in cases of emergency. Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days may be taken in one-half (1/2) days. Any unused personal leave shall be added to the employee's sick leave accumulation.

SECTION 2 - FUNERAL LEAVE

(a) An employee shall be entitled to five (5) days with regular pay (Saturday and Sunday to be included, but without pay unless they are regularly scheduled work days) to arrange for or attend the funeral and burial of a member of the immediate family.

(b) If additional time is required to manage the affairs of a member of the immediate family, the Department Head or his designee must authorize said additional time, without pay.

(c) Immediate family shall be deemed to be husband, wife, children, mother, father, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, stepmother, stepfather,

and stepchildren. Employees shall be entitled to one (1) day with pay when so required, in the event of the death of an aunt, uncle, niece, nephew, sister-in-law, or brother-in-law. The foregoing time shall not be deducted from sick leave or vacation time.

SECTION 3 - JURY DUTY

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall tender jury duty checks (only portion representing per diem rate, not expenses) to the City Comptroller in lieu of full payment of salary.

SECTION 4 - CIVIC DUTY

Employees subpoenaed to appear before a Court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted a leave with pay for the period necessary.

SECTION 5 - UNION LEAVE

Members of the Union who are elected or designated to attend any function of the International Union, Council or other body with which it is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time is of reasonable duration. The right of attendance, moreover, shall be governed by conditions, restrictions, or limitations contained in the Constitution of either the International Union, the Council, other bodies or rules governing. Members or delegates shall have ten (10) days off per year for the purpose of conducting union business.

SECTION 6 - CIVIL SERVICE EXAMINATIONS

Employees shall be allowed time off with pay to take open competitive and promotional examinations by the Lackawanna Civil Service Commission.

SECTION 7 - MATERNITY

Employees on maternity leave shall be granted the right to use sick leave for purposes of such absence. Maternity leave shall be defined as that period of time where the employee is disabled because

of illness or disability due to pregnancy and birth complications. Such period shall end when the employee is capable of returning to her job duties.

ARTICLE VIII

UNPAID LEAVES

SECTION 1 - UNION BUSINESS

(a) Employees elected to any Union or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union, subject to Civil Service Law.

(b) Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the Union, subject to Civil Service Law.

SECTION 2 - EDUCATION

(a) After completing one (1) year of service, an employee may request a leave of absence for educational purposes. This leave of absence shall be approved solely by the City Council. The period of the leave shall not exceed one (1) year, but may be extended or renewed at the request of the employee subject to Civil Service Law and approval by the Council.

(b) Effective 8/1/94 employees shall also be granted leaves of absence for educational purposes, not to exceed ten (10) days in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability at the discretion of the City Council or their designee.

SECTION 3 - EMPLOYMENT OPPORTUNITIES

Employees shall be granted a leave of absence without pay

to enable such employee to serve temporarily, provisionally, for a trial period, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer as per Civil Service Law, and provided the employee meets the minimum qualifications, as established by the Civil Service Commission, of the position.

ARTICLE IX

WAGE SCHEDULE AND CLASSIFICATIONS

SECTION 1 - WAGE INCREASE

(a) Employees shall receive the following wage increases in each year of the contract:

Effective August 1, 2002	\$800.00 per year
Effective August 1, 2003	\$800.00 per year
Effective August 1, 2004	\$900.00 per year
Effective August 1, 2005	\$1,000.00 per year

The above increases shall be added to any step of the employee's pay grade with no exclusions and shall be cumulative.

(b) In addition each local 450 union member who is the Grade 1 through 6 will be upgraded in the amount of \$200.00 per year until they reach Grade 7 at which time the upgrade will stop. This begins with the contract year effective August 1, 2004.

(c) Employees shall be paid bi-weekly (see wage tables).

(d) When any position not listed on the wage schedule is established or the specifications of any existing position are materially changed, the Employer, after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree with the classification and wage rate, then the matter shall be subject to the grievance procedure.

(e) If, during the term of this Agreement, the Union requests job re-evaluations, the Employer agrees to negotiate on this matter. If within thirty (30) calendar days of such negotiations, mutual agreement cannot be reached, then the matter shall be referred to arbitration pursuant to the procedures of this Agreement.

(f) Promotions. Employees shall receive an increment or five (5%) percent raise in salary, whichever is higher, as long as this increase does not go beyond the salary limit for the effective title.

(g) Authorized overtime will be compensated for at one and one-half (1 1/2) times the employee's regular rate of pay.

(h) Management agrees that there will be no more stipends paid to any union employee without negotiation, excluding anyone who is receiving a stipend as of January 1, 2005. In addition there will be no increases in the dollar amounts of any amounts presently being paid out as stipends.

SECTION 2 - LONGEVITY SERVICE PAY

(a) Each employee covered by this Agreement shall receive annual Longevity Service Pay as follows, effective August 1, 1996:

For ten (10) years of continuous service...\$ 700.
For fifteen (15) years of continuous service...\$ 900.
For twenty (20) years of continuous service...\$1100.
For twenty-five (25) years of continuous service...\$1300.

(b) For purposes of longevity pay, the fiscal year shall be January 1st to December 31st.

(c) Longevity shall be paid in a lump sum to all eligible employees on the first payroll period in December.

ARTICLE X

NEW YORK STATE DISABILITY

(a) The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

(b) Employees shall receive a supplemental sum equal to the difference between their wages and their disability benefits. Such supplemental sum shall be deducted from sick leave credits or vacation credits when sick leave credits have been exhausted.

ARTICLE XI

HEALTH INSURANCE

The City will provide each employee at its expense, health insurance coverage as provided at the attached plan of benefits. The

City reserves the right to change insurance carriers provided that the same level of benefits is maintained.

If the Federal government enacts National Health Care during the life of this contract, the Parties must negotiate the impact of the plan immediately.

Any employees hired after November 1, 1997 will be required to pay 15% of the premium cost of health insurance provided to the employee and/or the employees dependants. All parties agree that there shall be no double coverage.

Dental coverage as provided by US Life - Ultra Dent Dental.

\$500 hospitalization co-pays to be self-insured by the City. This provision shall apply to future retirees as well as active employees.

Notwithstanding any other provision in this contract, any new member of this bargaining unit hired after October 1, 2004 must have at least 20 years of full-time service with the City of Lackawanna in order to receive retiree health insurance coverage. A full-time service employee shall be that employee who works full-time (37.5 hours per week) and who generally receives one year of service credit with the New York State Retirement System for every year of service worked.

Anyone retiring after _____ (effective date of this collective bargaining agreement) will continue to receive the same level of health insurance benefits that he or she received as an active employee. Notwithstanding the foregoing any retiree eligible for Medicare benefits must accept that coverage as their primary insurance, with the retiree responsible for any Medicare Part B premium. As new Medicare parts are introduced into legislation the City reserves the right to require retirees to pay any associated premium (provided said premium is equal to or less than the premium in effect at the time of such new legislation), as is the current practice for Medicare Part B premiums and provided such new coverage maintains the same level of benefits. The City at its option may offer Medicare Plus Choice or similar plans to Medicare eligible retirees and their qualified dependants provided such new coverage maintains the same level of benefits

and does not result in any increased contribution from the retiree.

ARTICLE XII

RETIREMENT

SECTION 1 - RETIREMENT BENEFITS

All employees covered under this contract shall be provided with retirement benefits in accordance with Section 75-i of the New York state Retirement Law. All employees shall avail themselves of the benefits provided under said Law.

SECTION 2 - SENIOR STATUS PROVISION

An employee, upon retirement, shall receive the following compensation:

For five (5) years of service, but less than ten (10) years of service, the sum of \$500.

For ten (10) years of service, but less than twenty (20) years of service, the sum of \$750.

For twenty (20) years of service, but less than twenty-five (25) years of service, the sum of \$1,000.

For twenty-five (25) years or more of service, the sum of \$1,500.

Twelve (12) months prior to retirement, the employee shall submit to the City, on a form provided by the City, a declaration of intent to retire. "The employee shall reimburse the City in full for any such payments for senior status pay if said employee fails to so retire. Said payment to be paid in full on the date scheduled retirement was to commence.

(a) Upon ratification of this Agreement, an employee who retires from the service of the Employer prior to using his accrued sick leave, shall be compensated in cash by the Employer for the unused sick leave he has accumulated at the time of separation at the rate of sixty (60%) percent of its value, provided, however, that those employees who have thirty (30) years at the time of retirement shall be paid ninety (90%) percent of their accumulated value and those employees who have at least twenty-five (25) years of service at the

time of retirement shall be paid seventy-five (75%) percent of their accumulated value. In the event of death, payment is to be made to the estate of the employee.

(b) The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's retirement.

ARTICLE XIII

SENIORITY

SECTION 1 - DEFINITION

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

SECTION 2 - PROBATION PERIOD

(a) All new employees hired as per Civil Service Law shall be considered as probationary employees for the first eight (8) to twenty-six (26) weeks of their employment. When an employee completes his probationary period, he shall be entered on the seniority list. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall receive all benefits afforded to all regular permanent employees pursuant to Civil Service Law.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, salaries, hours and other conditions of employment as set forth under Article I of this Agreement, except for discharge and discipline for other than Union activity. Further, as of the effective date of this contract, the Union shall assume no liability with regard to the payment of medical insurance costs for provisional, probationary and temporary employees.

SECTION 3 - SENIORITY LISTS

On July 1st of each year, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished

to the Local when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

ARTICLE XIV
WORK FORCE CHANGES

SECTION 1 - PROMOTIONS

(a) The term promotion, as used in this provision, means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

(b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation as defined below, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.

(c) The Employer shall fill such job opening or vacancy pursuant to Civil Service Rules and Regulations, from among those employees who have applied, who meet the standards of the job requirements.

(d) A notice listing those employees who have been selected for the position shall be posted by the Employer on all bulletin boards within two (2) work days of the selection by the Employer, and be posted for a period of at least ten (10) work days, subject to ARTICLE XIV, SECTION 1, Paragraph (b).

(e) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of eight (8) weeks, but not to exceed twenty-six (26) weeks. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

(f) The Union shall be notified by the Employer in writing immediately upon any job vacancies occurring by reason of resignation, retirement, or "just cause" discharge. (The Employer also shall notify the Union of all new hires, their names and job titles, within fifteen (15) days of their hiring).

SECTION 2 - COMPETITIVE CIVIL SERVICE JOBS

Appointment to competitive class positions shall be governed by Civil Service Law.

SECTION 3 - TEMPORARY JOB OPENINGS

a) Temporary job openings may be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee is hired. Temporary assignments may be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

(b) Temporary job openings are defined as job vacancies that periodically develop in any job classification because of illness, vacation or leave of absence.

(c) No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically requests the assignment. The request must be made in writing and submitted to the employee's immediate supervisor. It is the intent of this provision to prevent the repeated assignment to job vacancies designated as temporary job openings, when such job openings could be filled in another manner.

(d) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

SECTION 4 - DEMOTIONS

(a) The term demotion means the re-assignment of an employee from a position in one job classification to another job classification.

(b) Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, demotion or layoff.

(c) No demotion shall be made for disciplinary reasons.

(d) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily

relinquishes such job, shall be reinstated in his former position at the rate of pay he was receiving at the time of his promotion.

SECTION 5 - LAYOFF

(a) The Employer shall forward a list of those employees being laid off to the Union Secretary on the same date that the notices are issued to the employees.

(b) The City will give at least fourteen (14) calendar days notice of layoff to all affected employees.

(c) When a permanent employee in the competitive class is to be laid off, the Civil Service Law will be invoked and will govern the layoff and bumping procedure of such employee.

(d) Layoffs shall be implemented by abolition of positions. When it becomes necessary to layoff employees in non-competitive, unclassified, classified or labor class positions, employees shall be laid off in inverse order of seniority within the affected classification, subject to the Veterans' Law of New York State. An employee furloughed as a result of the abolition of his position shall have the right to bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority and meets the qualifications required of the position, and provided, further, that such bumping complies with any applicable provision of the Civil Service Law of New York State.

(e) Failure to exercise the right to bump (i.e. - accepting voluntary layoff), shall be interpreted as a waiver of the right to bump.

(f) Laid off employees may elect to extend their health benefits by leaving all or part of their accrued benefits to which they are entitled with the City to cover continued benefits in their behalf.

(g) Recall.

(1) Whenever a vacancy occurs in a class title, employees who are laid off in that class title shall be recalled in accordance with their seniority in the reverse order in which they were laid off. If a vacancy occurs in a class title where no employee in that class title has recall rights, then the laid off employee with the most seniority who meets the qualification for filling the vacancy will be recalled and if not, the next senior

employee who meets such qualification shall be recalled, and so on.

(2) Recall rights for competitive class employees shall be in accord with New York State Civil Service Law.

(3) Recall rights for all employees shall expire four (4) years from the date of last layoff.

(h) Notice of recall shall be sent to the employee at his last known address by Certified Mail, Return Receipt Requested. If an employee fails to report for work within ten (10) days of the receipt of notice of recall, he shall be considered as voluntarily terminating employment.

(i) There will be no layoffs of bargaining unit employees for the duration of this Agreement.

SECTION 6 - CONSOLIDATION OR ELIMINATION OF JOBS

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer. An employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

SECTION 7 - TRANSFERS

(a) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

(b) Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

(c) Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal classification on the basis of seniority and ability.

(d) All transfers cited above shall be subject to the New York State Civil Service Law.

(e) If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE XV DISCIPLINE & DISCHARGE

SECTION 1 - DISCIPLINE

(a) Disciplinary action or measures shall include only the following:

Written Reprimand

Suspension (notice to be given in writing)

Discharge

(b) Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed or is pending against an employee, then the Employer shall notify the employee and the Union Steward in writing of the charges immediately upon or prior to the disciplinary action to be taken. The Union may process the matter as a grievance through the regular grievance procedures, including the arbitration step, if deemed necessary.

(c) If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 2 - DISCHARGE

(a) The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee and his Steward will be notified in writing in the manner set forth in SECTION 1, sub-section (b) of this Article, that the employee has been suspended and is subject to discharge. The Union may process the disciplinary action as a grievance.

(b) The Union shall have the right to take up the suspension and/or discharge as a grievance matter at the second step of the grievance procedure and the matter shall be handled in accordance with

this procedure through the arbitration step if deemed necessary by either party. In such cases, any hearing provided for shall be conducted in private, with no public release until a final determination is made.

(c) Any employee found to be unjustly suspended or discharged, or whose penalty is reduced, shall be reinstated with appropriate compensation for all lost time and restoration of all other rights and conditions of employment, as mutually agreed to by the Parties or, if necessary, by an arbitrator.

ARTICLE XVI GRIEVANCES

SECTION 1 - GRIEVANCES

Any grievance or dispute which may arise between the Parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner. Copies of grievances for Complaint Writer/Dispatchers shall be forwarded to the Chief of Police. Copies of all other grievances shall be forwarded to the Director of Administration and Finance.

STEP I: The Union Steward, with or without the employee, shall take up the grievance or dispute in writing with the City Attorney or his designee within ten (10) working days of its occurrence or knowledge of its occurrence by the Union Steward. The City Attorney shall then attempt to adjust the matter and shall respond in writing to the Union Grievance Chairperson within fifteen (15) working days.

STEP II: If the Union is not satisfied with the disposition of the grievance at the preceding step, it will exercise one of the following options within ten (10) working days from the date of the response or the date the response was due: (a) by written notice to the City Attorney, request to move the grievance to arbitration; (b) by written notice to the City Attorney, request a step II hearing with the City Attorney and either the Chief of Police or the Director of Administration and Finance. If said Step II hearing is

requested, it must be scheduled within ten (1) working days of the receipt of the request. The City Attorney shall then attempt to adjust the grievance and shall respond in writing to the Union within five (5) working days of the date of the hearing.

STEP III: If the Union is not satisfied with the disposition of the grievance, such decision may be appealed to arbitration within ten (10) working days of the date said decision is rendered or is due, whichever comes first.

SECTION 2 - ARBITRATION PROCEDURE

(a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules and procedure.

(b) The decision of the arbitrator shall be final and binding on the Parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

(c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.

(d) Expense for the arbitrator's service and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 3 - MATTER RELEVANT TO GRIEVANCE PROCEDURE

(a) The time limits in the grievance procedure may be extended by mutual agreement in writing.

(b) Any step of the grievance procedure may be waived by mutual agreement, in writing.

(c) Neither the Department Head or his designee nor the arbitrator may consider any evidence or facts which have not been previously discussed between the Parties unless otherwise agreed upon by the Parties.

(d) In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head's or his designee's office by the Union Representative.

SECTION 4 - GRIEVANCE COMMITTEE

(a) Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

(b) Any grievance committee meetings with the Employer shall be held during working hours, on the Employer's premises, and without loss of time or pay.

SECTION 5 - PROCESSING GRIEVANCES DURING WORKING HOURS

Grievance Committee members may investigate and process grievances during working hours without loss of pay, with the permission of the Department Head or his designee.

ARTICLE XVII

LOCKOUTS, STRIKES

SECTION 1 - LOCKOUTS

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

SECTION 2 - STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

ARTICLE XVIII
GENERAL PROVISIONS

SECTION 1 - PLEDGE AGAINST DISCRIMINATION AND COERCION

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representative against any employee acting in an official capacity on behalf of the Union, or for any other cause.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 2 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

Post Union Notices;

Distribute Union literature;

Solicit Union membership during other employee's non-working time; Transmit communications, authorized by the Local Union or its Officers, to the Employer or its representatives;

Consult with the Employer, its representatives, Local Union Officer, or other Union representatives concerning the enforcement of any provisions of this Agreement.

SECTION 3 - CONTRACT NEGOTIATIONS

The Employer will give release time with pay for three (3) members of the Local Union Contract Negotiating Team to participate in contract negotiations.

SECTION 4 - WORK RULES

(a) Employees shall comply with all existing work rules that are not in conflict with the terms and conditions of this Agreement. The Employer may change the existing work rules so long as they are not in conflict with this Agreement and the employees are provided with a copy of these rules.

(b) An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

(c) All bargaining unit employees shall be considered as personnel of the Department of Administration and Finance and shall be assigned to perform appropriate duties by the Director of Administration and Finance. The Director of Administration and Finance may direct cross-training of employees to familiarize the employees with the operations of the various Departments and Divisions of the City.

(d) The Union will work cooperatively with the City to reduce and prevent abuse of sick leave.

SECTION 5 - SAFETY

The City shall not require bargaining unit employees to work under conditions that are unsafe or injurious to their health.

SECTION 6 - DISABLED EMPLOYEES

The Employer shall make every effort to place employees who become partially disabled on their present job, on work they are able to perform.

SECTION 7 - PERSONNEL PRACTICES

The Employer shall provide copies of this Agreement in handbook form to all employees in the bargaining unit and all new employees as they are hired. In addition, a membership application and payroll

deduction authorization form, provided by the Union, shall be given to each new employee as he is hired by the Employer.

ARTICLE XIX
SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, section or portion thereof specified in the decision; upon the issuance of such a decision which has an economic effect, the Parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XX
MAINTENANCE OF BENEFITS

Any bargaining unit-wide benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is a part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Employer.

ARTICLE XXI
ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the Parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the Parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XXII
STATUTORY PROVISION

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVISIONS OF ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII
TERMINATION AND MODIFICATION

This Agreement shall be effective on the 1st day of August, 2002 and shall remain in full force and effect until the 31st day of July, 2006. It shall be automatically renewed from year to year thereafter unless either Party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date; this Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE XXIV
EDUCATIONAL REIMBURSEMENT

(a) Employees who are required to take job-related courses by the City and who complete such courses shall be reimbursed for 100% of the tuition cost for said courses.

(b) Employees who complete a job-related course with a grade of C or better at an accredited institute shall submit a written request for reimbursement of 50% of the cost of tuition for said course to the Director of Administration and Finance (or, in the case of Complaint Writer/Dispatchers, the Director of Public Safety), who shall grant such request, unless, in the opinion of the Director, the course is not job-related. In any case, the Director shall give the employee a written response within ten (10) days.

(c) If the Director denies the request, the employee may submit the request to the Labor-Management Committee. This Committee shall meet with the employee and give the employee a written response within ten (10) days of its receipt of request. If the employee is not satisfied with the decision of the Labor- Management Committee, the matter may be referred to the grievance procedure.

(d) If the employee completes his degree at an accredited institution, such employee shall be reimbursed for an additional 15% of the cost of tuition for those job-related courses approved pursuant to the procedures outlined in paragraphs (b) and (c) above. The City shall reimburse the employee by the end of the first quarter of the fiscal year subsequent to the employee's receipt of his degree.

ARTICLE XXV

PROVISIONS APPLICABLE TO COMPLAINT WRITER/DISPATCHERS

SECTION 1 - RULES AND REGULATIONS

Complaint Writer/Dispatchers shall be subject to all Rules and Regulations established for the Police Department by the Chief of Police except as modified by this Agreement.

(a) Work Week. Complaint Writer/Dispatchers shall be scheduled 5/2/4/2 (five work days, two off days, four work days, two off days) consecutive day basis. There will be one complaint writer position - B platoon - Monday through Friday and one complaint writer position assigned to the parking tag platoon - Monday through Friday. Any Complaint Writer/Dispatcher not assigned to the 5/2/4/2 schedule will receive the proper monetary value for additional hours worked.

(b) Sign-In. Complaint Writer/Dispatchers shall sign in at the start of their tour of duty and sign out at the end of their tour of duty in order to be compensated.

(c) Overtime. When a Complaint Writer/Dispatcher is required to work over his regularly scheduled hours, he shall receive overtime pay at the rate of one and one-half (1½) times his scheduled rate of pay. Overtime pay shall be received in the pay period following that in which overtime was worked.

(d) Schedule Changes. Complaint Writer/Dispatchers covered herein shall be allowed to change a tour of duty with another Complaint Writer/Dispatcher subject to the administrative guidelines established by the Chief of Police. Said request for such change must be made in writing to the Chief of Police a minimum of three (3) days before such change is effective.

No Complaint Writer/Dispatcher shall be allowed to utilize this section to work out of tour or to claim overtime hours. However, if a tour of duty change allowed hereunder results in the accumulation of

normal overtime, on that tour of duty, said overtime shall be credited to the employee working that tour.

(e) Holidays. Complaint Writer/Dispatchers shall be entitled to the following holidays:

New Year's Day	Memorial Day
Lincoln's Birthday	July 4th
Washington's Birthday	Labor Day
Columbus Day	Election Day
Thanksgiving Day	Christmas Day
Veteran's Day	Easter Sunday
½ day New Year's Eve	½ day Good Friday
Employee's Birthday	Martin Luther King Day

Each Complaint Writer/Dispatcher shall be paid for all such holidays and shall receive an additional four (4) hours pay if he works a holiday. Each Complaint Writer/Dispatcher shall receive an additional two (2) hours pay if he works a half-holiday. Payment for such holiday shall be in the next pay following said holiday.

(f) Summer Hours. Complaint Writer/Dispatchers shall be required to work a full work day on Wednesday during July and August, but shall be paid an additional four (4) hours pay for each Wednesday worked during these months.

(g) Court Time. Any Complaint Writer/Dispatcher who is required to make a court appearance at a time other than his regularly scheduled hours shall receive pay at the rate of his straight hourly rate, if such appearance is before a local court. Other court appearances will be at the minimum pay of four (4) hours or actual time spent.

h) Vacation Usage. Complaint Writer/Dispatchers shall be entitled to use their vacation in single days, with the approval of the Chief of Police or his designee.

(i) Shift Differential. Complaint writers/dispatchers employed on the afternoon (3:45 pm to 11:45 pm) and evening (11:45 pm to 7:45 am) shift shall be paid an additional sixty cents (\$.60) per hour.

(j) Rules and Regulations. A copy of all rules and regulations applicable to Complaint Writer/Dispatchers shall be provided by the City to each Complaint Writer/Dispatcher.

(k) Complaint Writers/Dispatchers (including those assigned to the parking tag platoon and the Monday through Friday B platoon shift) will be assigned to a steady platoon and each

will have a right to choose his tour of duty based upon his seniority and ability to comply. Shift preference selection will be made once a year in accordance with the bidding schedule which will permit complaint writers/dispatchers to bid on platoon shifts. The bidding schedule will run from midnight, December 1st to 12:01 a.m., December 10th. The platoon shifts as determined by the bidding process will be posted as soon as possible and assigned not later than 12:01 a.m. December 29th and implemented no later than 12:01 a.m. of the 1st Sunday of the new year.

SECTION 2 - UNIFORMS

Each Complaint Writer/Dispatcher shall be issued one (1) paid of pants and two (2) shirts. All new Complaint Writer/Dispatchers shall originally be issued two (2) pairs of pants, four (4) shirts, one (1) tie, and one (1) name tag.

Each Complaint Writer/Dispatcher shall receive an annual clothing allowance in the amount of one hundred fifty (\$150.00) dollars, payable in the first full pay period in August of each year.

SECTION 3 - TRAVEL/LODGING AUTHORIZATION AND COMPENSATION

Complaint Writer/Dispatchers who are required to incur lodging expenses while on duty or acting in the furtherance of City business, will be reimbursed at the same rate in effect for other City employees. (Complaint Writer/Dispatchers will be reimbursed for lodging expenses upon presentation of a duly certified lodging receipt). This clause is intended to cover situations in which the Chief of Police authorized lodging expenses or in situations where the employee works on an overtime basis and is authorized by the Chief of Police or his designee to incur meal expense. The Parties understand that normal overtime of less than four (4) hours will not entitle an employee to meal expense, but any overtime beyond four (4) hours, if it is a continuation of the regular shift, shall entitle the employee to a meal allowance. Such allowance shall be paid at a rate of \$3.00 per occurrence and shall be paid in the first week of the following month by voucher.

SECTION 4 - SAVE HARMLESS CLAUSE

Complaint Writer/Dispatchers shall be covered under a "Save Harmless Clause" for false arrest. The City agrees to provide legal defense or pay the expenses incurred by any member in defending a lawsuit for false arrest, which results from the Complaint Writer/Dispatcher's performance of his duty.

SECTION 5 - COMPLAINT WRITER/DISPATCHER CALL-OUT

Whenever a scheduled Complaint Writer/Dispatcher reports or is scheduled off duty, the following procedure shall be followed:

1. If there is sufficient police complement to perform the duties of the Complaint Writer/Dispatcher, then there shall be no call-in of a Complaint Writer/Dispatcher.
2. If the replacement of the off-duty Complaint Writer/Dispatcher with a police officer would cause a reduction below minimum police complement for that tour of duty, a Complaint Writer/Dispatcher will be called in.
3. If no Complaint Writer/Dispatcher is available for call- in pursuant to paragraph 2 above, then a police officer shall be called in to replace the off-duty Complaint Writer/Dispatcher.

SECTION 6 - LOCKERS

Lockers and locker rooms shall be provided for all Complaint Writer/Dispatchers.

ARTICLE XXVI

LABOR MANAGEMENT COMMITTEE

To Promote more harmonious relations between the Parties, and to facilitate open dialogue to better accomplish the purposes of this Agreement and avoid disputes, the Parties agree to creation of a Labor Management Committee. Said Committee shall consist of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union President. The Committee shall establish regular meetings, (and will report the results thereof to the Mayor and Union President.

ARTICLE XXVII

HOURS OF WORK

SECTION 1 - HOURS OF EMPLOYMENT

Except for Complaint Writer/Dispatchers, hours of employment are hereby established as 9:00 a.m. to 4:30 p.m. with one hour for lunch, except as otherwise noted herein.

SECTION 2 - RECORDING OF HOURS

Each employee shall record his time of arrival at work in the morning and his time of departure from work. Said recording shall be made by utilizing the time clock provided, unless otherwise directed by the Mayor.

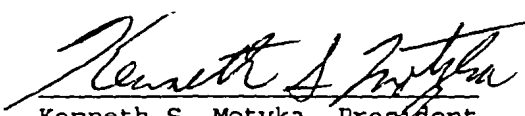
SECTION 3 - GENERAL PROVISION

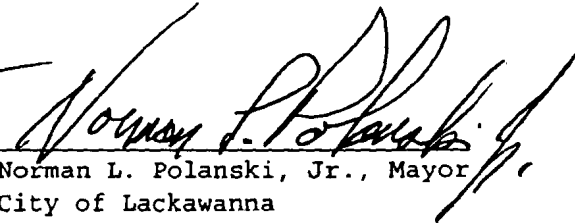
An employee shall sign his time card or other recording of hours worked at the end of each pay period. Signature by the employee certifies that he personally recorded the hours worked and that the hours indicated represent the actual time worked. No alterations of time records will be permitted. If a time record is mutilated, the employee will be required to explain how the record was damaged to the Director of Administration and Finance. Repeated incidents of this nature will be grounds for disciplinary action. Under no circumstances will any employee record another employee's time. If such event occurs, this shall be grounds for discipline of both the employee who recorded the time, and the employee whose time is recorded.

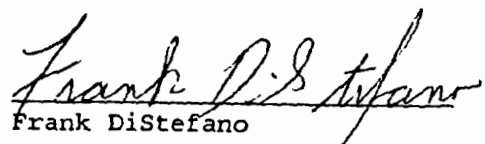
IN WITNESS WHEREOF, the Parties hereto have set their hands
this 6 day of ~~June~~, 2005.
October

FOR NEW YORK COUNCIL 66,
AFSCME, AFL-CIO
AND ITS AFFILIATED LOCAL 450:

FOR THE CITY OF LACKAWANNA,
NEW YORK:


Kenneth S. Motyka, President
AFSCME Local 450


Norman L. Polanski, Jr., Mayor
City of Lackawanna


Frank DiStefano
Area Representative
AFSCME N.Y. Council 66

benefit summary

Group : LACKAWANNA, CITY OF

Group Number:		
Benefit		Out of Network
Outpatient Services		
Office Visit	\$15	Subject to deductible and coinsurance
Adult Immunizations	\$15	Subject to deductible and coinsurance
Well-Child Visits	\$0	Subject to deductible and coinsurance
Allergy Testing/Treatment	\$15	Subject to deductible and coinsurance
Chemotherapy	\$15	Subject to deductible and coinsurance
EKGs and Other Diagnostic Procedures	\$15	Subject to deductible and coinsurance
Diagnostic X-rays	\$20	Subject to deductible and coinsurance
Mammogram	\$0	Subject to deductible and coinsurance
Laboratory Testing, Including Pap Smears	\$0	Subject to deductible and coinsurance
Rehabilitation Therapies (physical, occupational, and speech)	\$15	Subject to deductible and coinsurance
Outpatient Surgical Procedures	\$15	Subject to deductible and coinsurance
Medical Eye Exam	\$15	Subject to deductible and coinsurance
Chiropractic Services	\$15	Subject to deductible and coinsurance
Maternity Services		
Physician Services	Prenatal / delivery / postpartum covered in full	Subject to deductible and coinsurance
Inpatient Hospital Services	\$500	Subject to deductible and coinsurance
Hospital Services		
Inpatient Hospital	\$500	Subject to deductible and coinsurance
Hospice	\$500	Subject to deductible and coinsurance
Emergency Services		
Medically Necessary Ambulance Transportation	\$25	\$25
Emergency Room	\$50	\$50
After Hours Care Center	\$35	If member precertifies, office visit copay applies. If member does not, subject to deductible and coinsurance.
Outpatient Mental Health Services		
Mental Health For short-term, medically necessary crisis intervention	50% copayment for up to 20 outpatient visits per member per calendar year	50% copayment for up to 20 outpatient visits per member per calendar year (in and out of network combined)
Substance Abuse Treatment (visit limits apply)		
Detoxification	\$500	Subject to deductible and coinsurance
Inpatient Rehabilitation	Not covered	Not covered
Outpatient Treatment	\$15	Subject to deductible and coinsurance
Additional Services		
Durable Medical Equipment	Covered at 50% coinsurance, with an annual allowance of \$1,000	Covered at 50% coinsurance, with an annual allowance of \$1,000 (in and out of network combined)
Prosthetics and Appliances	50% copayment	Not covered
Skilled Nursing Facility (up to 45 days)	\$500	Subject to deductible and coinsurance
Home Care Services	40 Home Health visits per calendar year (office visit applies)	Subject to deductible and coinsurance
Diabetic Supplies and Services		
Durable Medical Equipment (for treating Diabetes)	Primary care copayment applies	Subject to deductible and coinsurance
Insulin and Other Oral Agents	Primary care copayment, or your prescription copayment applies, whichever is less.	Subject to deductible and coinsurance
Up to a 30 day supply of outpatient diabetic medical supplies (test strips, syringes, etc.)	Primary care copayment applies	Subject to deductible and coinsurance

Vision Plan

Vision Coverage	Preferred Vision Plan	Not covered
Annual Refractive Examination	Annual refractive examination: \$10	Not covered
Standard Plastic Lenses	Single Vision: \$35 Bifocal: \$55 Trifocal: \$90 Lenticular: \$90 Progressive: \$100	Not covered
Lens Options	UV Coating: \$12 Tint: \$12 Standard Anti-Reflective: \$45 Standard Polycarbonate: \$35 Standard Scratch Resistance: \$12 Other Services: 20% Discount	Not covered
Frames	Frames: Member pays 50% of retail price up to \$130, and 80% of the balance (if any)	Not covered
Contact Lenses	Conventional contact lenses: 15% discount (applies to materials only) (Fitting and Follow-up are not a covered benefit)	Not covered
Laser Vision Correction	U.S. Laser Network for LASIK or PRK: 15% discount on standard fees or 5% off promotional pricing	Not covered
Frequency Limitations	Examinations: Once every 12 months Contact Lenses: Unlimited Frames: Unlimited Lenses: Unlimited	

Dental Plan

Dental Coverage	Not covered	Not covered
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Prescription Plan

Prescription Drug Coverage	\$10/ \$20/ \$35	When outside of WNY, prescriptions should be filled using Independent Health's nationwide pharmacy network. In-network benefits apply.
Contraceptive drugs and devices	Tier I oral contraceptives @ \$0 copay	See above

Limitations

Coinurance	N/A	80%-20%
Out of Pocket Maximum	N/A	\$1,000/\$2,000
Annual Maximum Benefit	N/A	Unlimited

Dependent Eligibility

	Students to 25	Students to 25
Dependent Eligibility Extension	Dependents terminate at the end of the month in which their eligibility expires.	Dependents terminate at the end of the month in which their eligibility expires.

Exclusions

Items such as television set rental and phone charges while an inpatient in a Hospital*Hearing aid appliances*Cosmetic surgery, unless medically necessary*Custodial care or rest cures*Experimental medical procedures*Long-term physical therapy*Military-related disabilities*In-Vitro fertilization, gamete Intrafallopian tube transfers*Physical examinations requested for employment, licensing, insurance, camp*Outpatient medical supplies (except diabetic supplies)*Dental surgery, treatment or care (Member discounts are available)*External prosthetics and appliances**Note: Certain exclusions may not apply if your group has included a rider. All benefits of this plan are subject to coordination of benefits. This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations, and exclusions. It is NOT a contract and may be subject to change. For more detailed information, consult your Group Health Contract, attached Riders (if any), or Certificate of Coverage. Certain medical services require your physician to get prior approval from Independent Health.

Out-of-network medical services are reimbursed at the rates stated above. Mental health services are reimbursed 50%. In addition to the deductible and coinsurance, the member is responsible for paying the difference, if any, between Independent Health's reimbursement and the provider's charges regardless of whether the annual deductible and/or out of pocket maximums have been met. The total number of days/visits covered out-of-network may be reduced by the number of days/visits used in-network. Certain medical services require you to get pre-certification from Independent Health.

Bi-Wex	Wage Scale		Step 1	Step 2	Step 3	Step 4	Step 5	Annual
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Grade I		01-02	1038.76	1053.89	1069.03	1084.18	1099.32	28582.32
		02-03	1069.53	1084.66	1099.80	1114.95	1130.09	29382.34
		03-04	1100.30	1115.43	1130.57	1145.72	1160.86	30182.36
		04-05	1142.61	1157.74	1172.88	1188.03	1203.17	31282.42
		05-06	1188.76	1203.89	1219.03	1234.18	1249.32	32482.32
Grade II		01-02	1110.85	1118.17	1125.55	1132.88	1140.27	29647.02
		02-03	1141.62	1148.94	1156.32	1163.65	1171.04	30447.04
Clerk		03-04	1172.39	1179.71	1187.09	1194.42	1201.81	31247.06
Complaint Writers/		04-05	1214.70	1222.02	1229.40	1236.73	1244.12	32347.12
Dispatchers		05-06	1260.85	1268.17	1275.55	1282.88	1290.27	33547.02
Grade III		01-02	1120.92	1132.96	1145.02	1157.03	1179.70	30672.20
		02-03	1151.69	1163.73	1175.79	1187.80	1210.47	31472.22
Typist		03-04	1182.46	1194.50	1206.56	1218.57	1241.24	32272.24
Minority Specialist		04-05	1224.77	1236.81	1248.87	1260.88	1283.55	33372.30
		05-06	1270.92	1282.96	1295.02	1307.03	1329.70	34572.20
Grade IV		01-02	1134.94	1150.35	1165.72	1181.13	1196.49	31108.74
		02-03	1165.71	1181.12	1196.49	1211.90	1227.26	31908.76
Stenographer		03-04	1196.48	1211.89	1227.26	1242.67	1258.03	32708.78
Account Clerk		04-05	1238.79	1254.20	1269.57	1284.98	1300.34	33808.84
Account Clerk/ Typist		05-06	1284.94	1300.35	1315.72	1331.13	1346.49	35008.74
Grade V		01-02	1135.36	1162.32	1179.28	1196.25	1213.21	31543.46
		02-03	1166.13	1193.09	1210.05	1227.02	1243.98	32343.48
Real Property Tax		03-04	1196.90	1223.86	1240.82	1257.79	1274.75	33143.50
Service Assistant		04-05	1239.21	1266.17	1283.13	1300.10	1317.06	34243.56
		05-06	1285.36	1312.32	1329.28	1346.25	1363.21	35443.46

Bi-Weekly Wage Scale		Step 1	Step 2	Step 3	Step 4	Step 5	Annual

Grade VI	01-02	1164.25	1179.61	1195.02	1210.38	1225.79	31870.54
-----	02-03	1195.02	1210.38	1225.79	1241.15	1256.56	32670.56
Senior Clerk	03-04	1225.79	1241.15	1256.56	1271.92	1287.33	33470.58
Senior Typist	04-05	1268.10	1283.46	1298.87	1314.23	1329.64	34570.64
	05-06	1314.25	1329.61	1345.02	1360.38	1375.79	35770.54
Grade VII	01-02	1194.49	1211.51	1228.61	1245.68	1262.75	32831.50
-----	02-03	1225.26	1242.28	1259.38	1276.45	1293.52	33631.52
Senior Stenographer	03-04	1256.03	1273.05	1290.15	1307.22	1324.29	34431.54
Senior Account Clerk	04-05	1290.65	1307.67	1324.77	1341.84	1358.91	35331.66
Legal Secretary	05-06	1329.11	1346.13	1363.23	1380.30	1397.37	36331.62
Grade VIII	01-02	1210.38	1225.76	1241.14	1256.52	1271.90	33069.40
-----	02-03	1241.15	1256.53	1271.91	1287.29	1302.67	33869.42
Real Property	03-04	1271.92	1287.30	1302.68	1318.06	1333.44	34669.44
Appraiser	04-05	1306.54	1321.92	1337.30	1352.68	1368.06	35569.56
	05-06	1345.00	1360.38	1375.76	1391.14	1406.52	36569.52
Grade IX	01-02	1221.28	1238.29	1255.36	1272.44	1289.51	33527.26
-----	02-03	1252.05	1269.06	1286.13	1303.21	1320.28	34327.28
	03-04	1282.82	1299.83	1316.90	1333.98	1351.05	35127.30
	04-05	1317.44	1334.45	1351.52	1368.60	1385.67	36027.42
	05-06	1355.90	1372.91	1389.98	1407.06	1424.13	37027.38
Grade X	01-02	1229.31	1259.37	1289.51	1319.62	1349.73	35092.98
-----	02-03	1260.08	1290.14	1320.28	1350.39	1380.50	35893.00
Recreation Attendant	03-04	1290.85	1320.91	1351.05	1381.16	1411.27	36693.02
	04-05	1325.47	1355.53	1385.67	1415.78	1445.89	37593.14
	05-06	1363.93	1393.99	1424.13	1454.24	1484.35	38593.10

Bi-Weekly Wage Scale		Step 1	Step 2	Step 3	Step 4	Step 5	Annual
Grade XI -----	01-02	1231.35	1263.15	1294.95	1326.66	1358.47	35320.22
	02-03	1262.12	1293.92	1325.72	1357.43	1389.24	36120.24
	03-04	1292.89	1324.69	1356.49	1388.20	1420.01	36920.26
	04-05	1327.51	1359.31	1391.11	1422.82	1454.63	37820.38
	05-06	1365.97	1397.77	1429.57	1461.28	1493.09	38820.34
Grade XII -----	01-02	1259.37	1289.51	1319.60	1349.73	1379.80	35874.80
	02-03	1290.14	1320.28	1350.37	1380.50	1410.57	36674.82
	03-04	1320.91	1351.05	1381.14	1411.27	1441.34	37474.84
	04-05	1355.53	1385.67	1415.76	1445.89	1475.96	38374.96
	05-06	1393.99	1424.13	1454.22	1484.35	1514.42	39374.92
Grade XIII ----- Principal Clerk	01-02	1330.66	1359.71	1388.83	1417.93	1447.07	37623.82
	02-03	1361.43	1390.48	1419.60	1448.70	1477.84	38423.84
	03-04	1392.20	1421.25	1450.37	1479.47	1508.61	39223.86
	04-05	1426.82	1455.87	1484.99	1514.09	1543.23	40123.98
	05-06	1465.28	1494.33	1523.45	1552.55	1581.69	41123.94
Grade XIV ----- Recreation Supervisor	01-02	1425.81	1445.04	1464.27	1483.50	1502.73	39070.98
	02-03	1456.58	1475.81	1495.04	1514.27	1533.50	39871.00
	03-04	1487.35	1506.58	1525.81	1545.04	1564.27	40671.02
	04-05	1521.97	1541.20	1560.43	1579.66	1598.89	41571.14
	05-06	1560.43	1579.66	1598.89	1618.12	1637.35	42571.10
Grade XV ----- Draftsman Senior Engineering Aide Code Enforcement Officer	01-02	1472.31	1497.55	1522.80	1546.92	1573.28	40905.28
	02-03	1503.08	1528.32	1553.57	1577.69	1604.05	41705.30
	03-04	1533.85	1559.09	1584.34	1608.46	1634.82	42505.32
	04-05	1568.47	1593.71	1618.96	1643.08	1669.44	43405.44
	05-06	1606.93	1632.17	1657.42	1681.54	1707.90	44405.40